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Approved For Release 2001/04/20 : CIA-RDP67B00820R000200290001-2

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SECRET

CONTRACT AF33 (657)-12673
CS-1912
Task Orders 15 thru 18

**PRECONTRACT APPROVAL RECORD
(PART TWO)**

The services and equipment being procured by this Contract No. CS-1912 are in furtherance of the OXC-IDEA-CM Program(s), the nature of which cannot be publicly disclosed for security reasons. The Contracting Officer therefore determines that this procurement must be accomplished by negotiations pursuant to the authority of Section 3(a) of PL 81-110 and Class Determination and Finding, OXC 2122, signed by the DDCI on 15 October 1961.

Certification of funds for this contract will be handled under the procedure approved by the Director of Central Intelligence on 15 December 1956 which, in effect, results in all covert expenses involving issuance of Treasury Checks being accumulated in a separate account within the Finance Division. The amounts in this account will be periodically scheduled for certification of the vouchers by the Director. This procedure eliminates the necessity for a separate certification of authority under Section 8(b) of Public Law 110, 81st Congress (formerly 10(b) - see 85-507 dated 7/7/58) for each contract.

The following comments describe the procurement hereby effected, the terms and provisions generally of this contract/amendment, and a resume of major issues negotiated:

Contract No. CS-1912 is a CPFF Master Task Order Type Contract which provides for the issuance of individual Task Orders.

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The final cost and property audit of Task Orders 15 thru 18 has been completed and a report thereon has been submitted to the Contracting Officer. The auditor has recommended for acceptance total cost in the amount [REDACTED] The cost together with the approved fixed fee [REDACTED] results in a final approved price for Task Orders Nos. 15 thru 18 of [REDACTED]

In connection with the settlement of Task Orders 15 thru 18 there are attached the following documents:

Audit Report #A-84-66, OSA-1509-66
 Audit Report #A-214-66, OSA-3366-66
 Contractor's Release with Exhibit "A" and Certificate
 Contractor's Assignment of Refunds, Rebates and Credits with Certificate

Contractor's Certificate of Completion with
Exhibit "A"
Contractor's Financial Summary for Task Orders
15 thru 18

All work and services under Task Orders 15 thru 18 has been satisfactorily performed. All residual property has been properly accounted for. Pursuant to the Patents Rights Clause of the General Provisions, the Contractor has provided the Government with information on all inventions, discoveries, and patents resulting from the performance of Task Orders Nos. 15 thru 18. All Royalty Reports have been submitted.

MEMORANDUM FOR THE RECORD

Listed below is the breakdown by individual task order of the amounts approved as final by the auditor and accepted by General Dynamics Corporation.

<u>Task Order No.</u>	<u>Final Approved Amount</u>
15	
16	
17	
18	
Total Approved and Paid	25X1A

CERTIFICATE OF COMPLETION

Task Order Nos. 15 through No. 18
Under
Contract No. AF33(657)-12673

For and in consideration of the payments heretofore made to the Fort Worth Division of GENERAL DYNAMICS CORPORATION, Fort Worth, Texas, (hereinafter referred to as Contractor), the payment of Voucher Nos. listed in Exhibit "A" hereto in the amount of [REDACTED] Dollars, now due for and in connection with the performance of Task Order Nos. 15 through No. 18 under Contract No. AF33(657)-12673 by and between the Government and the Contractor, together with other good and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned certifies that to the best of his knowledge and belief, the following statements are true and correct:

1. All of the services and/or supplies to be furnished and delivered for Task Order Nos. 15 through No. 18 under the terms of the contract, as amended, have been delivered to and accepted by the Government.

2. All contractual changes which have been initiated during the performance of the contract for Task Order Nos. 15 through No. 18 have been reduced to writing and embodied in formal contractual instruments such as Change Orders or Supplemental Agreement.

3. All reductions in fixed fee to which the Government is entitled in connection with Task Order Nos. 15 through No. 18 have been affected by Change Order or Supplemental Agreement.

4. All subcontracts or purchase orders for the performance of Task Order Nos. 15 through No. 18 under the contract have been completed and no bills or invoices in the Contractor's possession remain unpaid.

5. The Contractor has given notice to the Government of:

a. All Suits instituted against it, arising out of or in connection with Task Order Nos. 15 through No. 18 under the contract;

b. All inventions and discoveries required to be disclosed in connection with Task Order Nos. 15 through No. 18 under the contract;

c. All royalties and/or royalty rates paid or to be paid, which are required to be reported in connection with Task Order Nos. 15 through No. 18 under the contract.

6. In connection with Task Order Nos. 15 through No. 18 all Government-furnished property and property purchased by the Contractor for which it has been or will be reimbursed by the Government has been:

- a. Delivered to the Government or reasonably consumed in the performance of the contract; or
- b. Acquired and paid for by the Contractor; or
- c. Transferred to another cost reimbursement type contract under which accountability will be carried forward; or
- d. Retained by the Contractor for use on subsequent cost reimbursement type contracts; or
- e. Disposed of or retained by the Contractor with Air Force Plant Representative's approval, if of classified nature, in accordance with Security Agreement or existing regulations; or
- f. Sold, and the proceeds of all sales of Government-owned property, including scrap, have been or will be paid to the Government or credited to the contract; or
- g. Maintained in a common inventory available for all contracts because it is in the nature of supplies, shop tools, or other allocated material which are not directly related to any contract.

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GENERAL DYNAMICS CORPORATION
Fort Worth Division



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CONTRACTOR'S RELEASE

Task Order Nos. 15 through No. 18
Under
Contract No. AF33(657)-12673

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25X1A Pursuant to the terms of Contract No. AF33(657)-12673 and in consideration of the sum of [REDACTED]

been or is to be paid in connection with the performance of Task Order Nos.

15 through No. 18 under the said contract to the Fort Worth Division of GENERAL DYNAMICS, Fort Worth, Texas, (hereinafter called the Contractor), or to its assignees, if any, the Contractor, upon payment of the said sum to the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the performance of Task Order Nos. 15 through No. 18 under said contract except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor as set forth in Exhibit "A" attached hereto and hereby incorporated herein by this reference.

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of Task Order Nos. 15 through No. 18 under the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is shorter.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor in connection with the performance of Task Order Nos. 15 through No. 18 under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract relating to Task Order Nos. 15 through No. 18, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense of prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 23rd day of April 19 66.

GENERAL DYNAMICS CORPORATION
Fort Worth Division
[REDACTED]

Exhibit "A"

Task Order Nos. 15 through No. 18
Under
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1. None

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CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES AND CREDITS

Task Order Nos. 15 through No. 18
Under
Contract No. AF33(657)-12673

Pursuant to the terms of Contract No. AF33(657)-12673 relating to the performance of Task Order Nos. 15 through No. 18 under said contract and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract for the performance of the aforesaid Task Order Nos. 15 through No. 18 and any assignment thereunder, the Fort Worth Division of the GENERAL DYNAMICS CORPORATION, Fort Worth, Texas, (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title and interest in all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of Task Order Nos. 15 through No. 18 under said contract, together with all the rights of action, accrued or which may hereafter accrue thereunder, provided the assignment, transfer, set over and release herein affected is limited to refunds, rebates, credits or other amounts now due or which may become due in regard to or in connection with the cost for which the Contractor is reimbursed.

2. Agree to take whatever action may be necessary to affect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer checks (make payable to the Treasurer of the United States) for any proceeds so collected in connection with the performance of Task Order Nos. 15 through No. 18 under said contract. The reasonable costs of any such action to affect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract for the performance of the aforesaid Task Order Nos. 15 through No. 18 and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.

3. Agree to cooperate fully with the Government as to any claims or suit in connection with refunds, rebates, credits or other amounts due in connection with the performance of Task Order Nos. 15 through No. 18 under said contract (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claims or suit.

IN WITNESS WHEREOF, this agreement has been executed this _____ day of April 19 66 .

GENERAL DYNAMICS CORPORATION
Fort Worth Division

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FINANCIAL SUMMARYFOR TASK ORDER NOS. 15 THROUGH NO. 18TO CONTRACT AF33(657)-12673

Total
T.O.s #15 thru #18

Various 25X1A

1. Completion Voucher Numbers
2. Completion Vouchers Amount
3. Total Amount to be Paid Under These Task Orders
(Including the Completion Vouchers)
4. Total Funds Under These Task Orders
5. Total Funds in Excess of Requirements
Under these Task Orders

